

Exhibit 1

COPY

Supreme Court of Pennsylvania

Court of Common Pleas
Civil Cover Sheet

Armstrong

County

For Prothonotary Use Only:

Docket No:

2019-1958-C1011

TIME STAMP

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

Commencement of Action:

- ☒ Complaint ☐ Writ of Summons ☐ Petition
☐ Transfer from Another Jurisdiction ☐ Declaration of Taking

Lead Plaintiff's Name:

Cimide D. Frantz et ux

Lead Defendant's Name:

Cotnam & Co. Insurance, LLC

Are money damages requested? ☒ Yes ☐ NoDollar Amount Requested: ☐ within arbitration limits
☒ outside arbitration limitsIs this a Class Action Suit? ☐ Yes ☒ NoIs this an MDJ Appeal? ☐ Yes ☒ No

Name of Plaintiff/Appellant's Attorney: John H. Scales Esq. Meyer, Darragh, Becker, Besore & Eck

☐ Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)

Nature of the Case: Place an "X" to the left of the ONE case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important.

TORT (do not include Mass Tort)

- ☐ Intentional
☐ Malicious Prosecution
☐ Motor Vehicle
☐ Nuisance
☐ Premises Liability
☐ Product Liability (does not include mass tort)
☐ Slander/Libel/ Defamation
☐ Other:

CONTRACT (do not include Judgments)

- ☐ Buyer Plaintiff
☐ Debt Collection: Credit Card
☐ Debt Collection: Other

- ☐ Employment Dispute: Discrimination
☐ Employment Dispute: Other

☐ Other:**CIVIL APPEALS**

- Administrative Agencies
☐ Board of Assessment
☐ Board of Elections
☐ Dept. of Transportation
☐ Statutory Appeal: Other

- ☐ Zoning Board
☐ Other:

MASS TORT

- ☐ Asbestos
☐ Tobacco
☐ Toxic Tort - DES
☐ Toxic Tort - Implant
☐ Toxic Waste
☐ Other:

REAL PROPERTY

- ☐ Ejectment
☐ Eminent Domain/Condemnation
☐ Ground Rent
☐ Landlord/Tenant Dispute
☐ Mortgage Foreclosure: Residential
☐ Mortgage Foreclosure: Commercial
☐ Partition
☐ Quiet Title
☒ Other:

Easements

MISCELLANEOUS

- ☐ Common Law/Statutory Arbitration
☐ Declaratory Judgment
☐ Mandamus
☐ Non-Domestic Relations
☐ Restraining Order
☐ Quo Warranto
☐ Replevin
☐ Other:

COPY

IN THE COURT OF COMMON PLEAS OF ARMSTRONG COUNTY, PENNSYLVANIA

CLAUDE D. FRANTZ and LOIS E.
FRANTZ, his wife,

Plaintiffs

vs.

COLUMBIA GAS TRANSMISSION, LLC

Defendant.

CIVIL DIVISION

No.

2019-1958-Civil

COMPLAINT IN CIVIL ACTION

Filed on Behalf of Plaintiffs, Claude D.
Frantz and Lois E. Frantz

Counsel of Record for this Party:

JOHN N. SCALES, ESQUIRE
PA. I.D. #05746

MEYER, DARRAGH, BUCKLER,
BEBENEK & ECK, P.L.L.C.
40 N. Pennsylvania Avenue, Suite 410
Greensburg, PA 15601

Telephone No.: (724) 836-4840
Fax No.: (724) 836-0532

BRENDA C. GEORGE
PROthonotary AND
CLERK OF COURTS
ARMSTRONG COUNTY, PA

2019 DEC 27 PM 12:29

LEFT FOR ENTRY
OR FILING

IN THE COURT OF COMMON PLEAS OF ARMSTRONG COUNTY, PENNSYLVANIA

CLAUDE D. FRANTZ and LOIS E.
FRANTZ, his wife,

Plaintiffs

vs.

COLUMBIA GAS TRANSMISSION, LLC

Defendant.

CIVIL DIVISION

No.

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the complaint or for any claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ON AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Prothonotary of Armstrong County
Armstrong County Courthouse, Suite 103
Kittanning, PA 16201
(telephone: 724-543-2500)

2019 DEC 27 PM 12:29

LEFT FOR ENTRY
OR FILING

CIVIL ACTION

COMPLAINT

Plaintiffs, Claude D. Frantz and Lois E. Frantz, his wife, claim of the Defendant, Columbia Gas Transmission, LLC ("Columbia Gas"), a sum in excess of ^{F. J. Jnr} ~~Thirty~~ Thousand Dollars (\$30,000.00) upon a cause of action depicted herein.

COMPLAINT

1. Claude D. Frantz and Lois E. Frantz (hereinafter referred to as "Frantz") are the owners of a certain piece, parcel, or tract of land situate in Perry Township, Armstrong County, Pennsylvania, as set forth in the following Deeds:

- (a) Deed from Elizabeth C. Frantz, Administratrix of the Estate of Ruth E. Jordan, to Claude D. Frantz and Lois E. Frantz, dated June 5, 1971, and recorded in the Recorder of Deeds Office of Armstrong County, Pennsylvania, in Deed Book Volume 534, page 937, a copy of which said Deed is marked Exhibit "A", hereto attached and made a part hereof.
- (b) Quit Claim Deed from Louise G. Jordan, to Claude D. Frantz and Lois E. Frantz, dated March 21, 2003, and recorded in the Recorder of Deeds Office of Armstrong County, Pennsylvania, in Deed Book Volume 2608, page 0298, a copy of which said Deed is marked Exhibit "B", hereto attached and made a part hereof.

2. That Columbia Gas Transmission, LLC ("Columbia Gas") is a duly established corporation and under the laws of the State of Delaware, and the Commonwealth of Pennsylvania, and with offices in the State of West Virginia and the Commonwealth of Pennsylvania.

3. Columbia Gas, at all times pertinent hereto, acted through its duly authorized agents, servants, workmen, and employees.

4. That at various times, and particularly commencing July 2018, Columbia Gas intentionally, negligently, carelessly, recklessly and unlawfully and in breach of its duties to the Plaintiffs, entered upon Frantz's property and replaced an existing pipeline and in so doing, widened and changed the area in which the pre-existing pipeline was located. The condemnation and appropriation of Frantz's land and property and the taking, damaging, and disturbing of it has included the following:

- (a) damage to the land, trees, foliage, driveways and physical property of Frantz;
- (b) damage including erosion of Condemnee's land.

5. That Frantz's property at the time of the matters herein complained of was improved property, said improvements being as follows:

- (a) A large dwelling house;
- (b) Trees, shrubbery and other landscaping;
- (c) Driveways, walkways and parking areas;
- (d) Shed;
- (e) Garage and outbuilding.

6. That because of the matters herein set forth, the large dwelling house referred to in paragraph 5(a) above has been affected and the market value of the entire property has been greatly diminished by reason of this and other matters herein set forth.

7. That because of the matters herein set forth, the trees, shrubbery and other landscaping referred to in paragraph 5(b) above have been physically damaged and greatly depreciated, and the market value of the entire property has been greatly diminished by reason of this and other matters herein set forth.

8. That because of the matters herein set forth, the driveways, walkways and parking areas referred to in paragraph 5(c) above have been affected, and the market value of the entire property has been greatly diminished by reason of this and other matters herein set forth.

9. That because of the matters herein set forth, the shed referred to in paragraph 5(d) above has been affected, and the market value of the entire property has been greatly diminished by reason of this and other matters herein set forth.

10. That because of the matters herein set forth, the garage and outbuilding referred to in paragraph 5(e) above have been affected, and the market value of the entire property has been greatly diminished by reason of this and other matters herein set forth.

11. That in addition and because of the matters herein set forth, the market value of the entire tract of Frantz land has been diminished for its highest and best uses, all to the great damage of Frantz.

12. That in addition and because of the matters herein set forth, access to and from certain parts of said premises has been interfered with to the extent that the market value of the entire property has been reduced because of this and other matters herein set forth.

13. As a result of the matters herein set forth, large volumes of liquids and water have been thrown onto, into, over, and through the property of Frantz, thereby contributing to the depreciation in market value of the said property.

14. As a result of the matters herein set forth, the grade of the said property has been damaged and changed, and as a result of which the market value of the entire property has been diminished by reason of this and other matters herein set forth .

15. That all of the damages to Frantz as herein set forth were caused directly and proximately by the intentional, negligent, careless, reckless, unlawful actions and the breach of duty by Columbia Gas, acting on its own behalf and/or acting through its agents, servants, workmen, and employees.

16. That Columbia Gas has, at all times relevant to this cause of action, failed to discharge its responsibilities under law and in a manner and condition consistent with the rights of Frantz.

17. At the time of the matters herein set forth, Frantz in no way contributed to the causes of the said damages.

18. That all of the damages to the Plaintiffs, Frantz, and to the property of said Plaintiffs, as herein set forth, were caused directly and proximately by the intentional, negligent, careless, reckless and unlawful actions of the said Defendant, as herein set forth.

WHEREFORE, Plaintiffs, Claude D. Frantz and Lois E. Frantz, claim of the Defendant, Columbia Gas, a sum in excess of ^{Fifty JNS} ~~Thirty~~ Thousand Dollars ^{\$50,000.00 JNS} ~~(\$30,000.00)~~, and all necessary equitable relief, together with costs of suit, to recover all of which this suit is brought.

JURY TRIAL IS DEMANDED.

MEYER, DARRAGH, BUCKLER,
BEBENEK & ECK, P.L.L.C.

By


John N. Scales, Attorney for Plaintiffs

RUTH E. JORDAN ESTATE PER ADMRX.
 (Not a Grantor, but a Beneficiary of Administration (Not a Beneficiary of Administration))
 Henry Hall, Inc., Indiana, Pa.

CLAUDE D. FRANTZ, ET UX

This Indenture,

MADE THE 5th day June in the year
 of our Lord one thousand nine hundred seventy-one (1971)

BETWEEN ELIZABETH G. FRANTZ, Administratrix of the Estate of
 Ruth E. Jordan, late of Perry Township, Armstrong County, Pennsyl-
 vania, deceased,

GRANTOR

A
 N
 D

CLAUDE D. FRANTZ and LOIS E. FRANTZ, husband and wife, of 41 Forest
 Avenue, Greensburg, Pennsylvania 15601

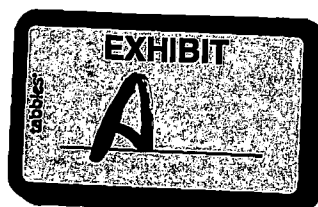
GRANTEES

WHEREAS, the said Ruth E. Jordan in her lifetime and
 at her death was seized in fee of and in the tracts of land herein-
 after described situate in Perry Township, Armstrong County,
 Pennsylvania, and

WHEREAS, the said Ruth E. Jordan departed this life
 on the 8th day of August, 1970, and

WHEREAS, Letters of Administration upon the Estate of
 the said Ruth E. Jordan were in due form of law issued to the said
 Elizabeth G. Frantz on the 26th day of August, 1970, by the Register
 of Wills of Armstrong County, Pennsylvania, at No. 3-70-278, and

WHEREAS, bond was properly given by the said
 Administratrix who embarked upon the said trust.



NOW THIS INDENTURE WITNESSETH, that the said Elizabeth G. Frantz, Administratrix of the Estate of Ruth E. Jordan, late of Perry Township, Armstrong County, Pennsylvania, deceased, for and in consideration of the sum of Ten Thousand Three Hundred (\$10,300.00) and no/100 - - - - - Dollars lawful money of the United States, to her in hand paid by the said Claude D. Frantz and Lois E. Frantz, husband and wife,

at and before the sealing and deliver hereof, the receipt whereof is hereby acknowledged has granted, bargained, sold, aliened, released and confirmed, and by these presents,

does grant, bargain, sell, alien, release and confirm unto the said

Claude D. Frantz and Lois E. Frantz, husband and wife, their heirs and assigns as tenants by the entireties,

ALL the surface plus an undivided 1/2 interest in ALL the coal, limestone, oil and gas and other minerals under the following tracts:

ALL those certain pieces, parcels or tracts of land situate in Perry Township, Armstrong County, Pennsylvania, bounded and described as follows: FIRST TRACT: BEGINNING at a post; thence by land of Bradys Bend Iron Company North 89 degrees East 19 1/4 perches to a white oak; thence by land of Riddles Heirs South 1 degree East 176 perches to a post; thence by land of Richard Jennings and Adam Peters South 89 degrees West 19 1/4 perches to a pin oak; and thence by land of Andrew McIntire North 1 degree West 176 perches to place of beginning. CONTAINING 201 ACRES and 50 PERCHES, more or less. SECOND TRACT: ALL the right, title and interest of Nellie A. Jennings Nye, of, in and to the following described lands: BOUNDED on the North by lands of Peter Delaney and Martin Wagner; on the East and South by land of Charles H. Jennings; and on the West by a public road, known as the Hillville and Parker Road. CONTAINING 1 1/2 ACRES, more or less.

BEING the same premises conveyed by Russell T. Jordan and Louise G. Jordan, his wife, to Eugene C. Jordan and Ruth E. Jordan, his wife, by deed dated July 14, 1953, and recorded July 14, 1953, in Armstrong County Deed Book Volume 386, page 151. The said Eugene C. Jordan predeceased his wife, Ruth E. Jordan. See also Armstrong County D. B. 316, page 153; D. B. 386, page 146.

1/2 Undivided interest in and to ALL the coal and limestone of whatsoever kind in, under and upon those certain pieces, parcels or tracts of land situate in Perry Township, Armstrong County, Pennsylvania, bounded and described as follows: FIRST: BEGINNING at a post adjoining lands now or formerly of Benjamin Delaney, Richard Harmon and the Public Road; thence by lands formerly of Richard Harmon, South 79 degrees East 54.5 perches to a post; thence by lands now or formerly of John and Martin Shellings, and lands of which this is the second tract to this deed, and hereinafter described, South 1 degree West 84.6 perches to a post; thence by lands now or formerly of John and Martin Shellings, Mrs. Lucinda and Stephen Delaney, North 89 1/2 degrees East 55.7 perches to a post; thence by lands now or formerly of Benjamin and James Delaney North 1 degree East to the place of beginning. CONTAINING 30 ACRES and 26 PERCHES, more or less. SECOND: BEGINNING at a chestnut tree on line of land now or formerly of Lewis Delaney, deceased; thence by the public road South 42 1/2 degrees East 16.2 perches to a post on west side of public road; thence by lands whereof this is a part, South 61 1/2 degrees West 13.04 perches to a post on line of lands formerly of Lewis Delaney, deceased; thence by said lands 1-3/4 degrees East 18.2 perches to the place of beginning. CONTAINING 97 PERCHES, more or less.

BEING the same premises conveyed by Russell T. Jordan, et ux, et al, to Russell T. Jordan and Louise G. Jordan, his wife, and Eugene C. Jordan and Ruth E. Jordan, his wife, by deed dated July 13, 1953, and recorded July 14, 1953, in Armstrong County Deed Book Volume 386, page 148. Eugene C. Jordan predeceased his wife, Ruth E. Jordan. See Also Armstrong County Deed Book 334, page 285.

1/2 undivided interest in and to ALL the coal and limestone of whatsoever kind in, under and upon that certain piece, parcel or tract of land situate, lying and being in Perry Township, Armstrong County, Pennsylvania, bounded and described as follows:

On the North by lands now or formerly of Jacob Wagner and George Brown Heirs; on the East by lands formerly of Martin Shelling now Ollie Young, and also by lands formerly of Nellie A. Jennings and now lands of the present Grantors herein; on the South by lands of Delaney Heirs; and on the West by lands formerly of W. A. Flemming Heirs, now F. G. Reittler and also by lands now or formerly of Tony Gearshuck. CONTAINING 30 ACRES, more or less.

EXCEPTING and RESERVING from the operation of the within grant, all of the gas and gas mining rights in the said tract of land and particularly all royalty rights under the existing gas and oil lease.

BEING the same premises conveyed by Russell T. Jordan, et ux, et al, to Russell T. Jordan and Louise G. Jordan, his wife, and Eugene C. Jordan and Ruth E. Jordan, his wife, by deed dated July 13, 1953, and recorded July 14, 1953, in Armstrong County Deed Book Volume 386, page 150. Eugene C. Jordan predeceased his wife, Ruth E. Jordan. See also Armstrong County Deed Book

State of

County of

On this, the

day of

, 19

, before me

personally appeared
himself to be the
a Corporation,

of

, who acknowledged

and that he as such, being authorized so to do, executed the foregoing
instrument for the purposes therein contained by signing the name of the Corporation by himself
as

IN WITNESS WHEREOF, I herewith set my hand

seal.



Title of Officer.

2640

Deed

Guardian's Trustee or Executor's
or Administrator's

ELIZABETH G. FRANTZ,
Administratrix of the Estate
of Ruth E. J. Frantz, deceased

RECORDED FOR RECORD
ARMSTRONG CO., PA.

PAGE

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ROBERT H. POWERS
RECORDER OF DEEDS

A

CLAUDE D. FRANTZ and LOIS E.
FRANTZ, husband and wife

ROBERT B. FILSON
ATTORNEY AT LAW
230 BROAD STREET
NEW BETHLEHEM, PA. 16242

State of Pennsylvania

County of Armstrong

ss.

RECORDED on this 9th day of September

A. D. 1971, in the Recorder's Office of said County, in Deed Book

Vol. 534, Page 937

Given under my hand and the seal of the said office, the date above written.

Robert H. Powers, Recorder.

QUIT-CLAIM DEED

MADE the 21ST day of MARCH, 2003, BETWEEN: Louise G. Jordan, of Clarion, Pennsylvania, Grantor

A
N
D

Claude D. Frantz and Lois E. Frantz, husband and wife, of Greensburg, Pennsylvania, Grantees:

THE said Grantor, in consideration of One Dollar (\$1.00) unto her well and truly paid by the said Grantees, at and before the sealing and delivery of these presents, has remised, released, and quit-claimed, and by these presents does remise, release and forever quit-claim unto the said Grantees, their heirs and assigns forever, (as tenants by the entirety):

ANY and all interest of Grantor in the following properties:

1. Property known by Armstrong County Control Number 36-0-025567, also referenced to map numbers 012.00-01-30, et al.

2. Property known by Armstrong County Control Number 36-0-025566, also referenced to map number 013.00-01-13. Further reference is made to the following deeds recorded in Armstrong County: Deed Book 534-937; Deed Book 535-276; Deed Book 386-150. *PERRY TWP.*

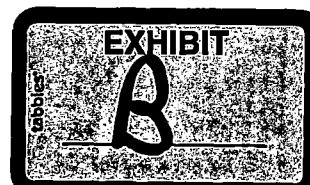
No hazardous waste, as the term "hazardous waste" is defined in the Solid Waste Management Act of July 7, 1980, P.L. 97, Section 405 (35 P.S. Section 6018.405) is presently being disposed of, nor has such hazardous waste ever been disposed of by the Grantor(s) or to the Grantors' personal knowledge, on the premises herein conveyed. This language is included solely for the reason that it was included in prior deeds of conveyance. The Grantor(s) is/are not aware of the disposal of any hazardous waste on the premises.

RECORD BOOK

PAGE

2608

0298



IN WITNESS WHEREOF, said Grantor has hereunto set her hand the day and year first above written.

Louise J. Jordan (SEAL)

COMMONWEALTH OF PENNSYLVANIA)

ss:

COUNTY OF CLARION)

On this, the 11th day of March, 2003, before me, the undersigned officer, personally appeared Louise Jordan, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Lois V. Dobrick
Notary Public
LOIS V. DOBRICK, NOTARY PUBLIC
CITY OF FRANKLIN, VENANGO CO., PA
MY COMMISSION EXPIRES NOV. 10, 2008

CERTIFICATE OF RESIDENCE

I do hereby certify that Grantees' precise address is 41 Forest Avenue, Greensburg, PA 15601.

DATE: 6/9/2003

David H. Grant

All Jordan.ded

INST # _____
ENTERED FOR RECORD
ARMSTRONG CO. PA.

2003 JUN -9 P 3:34

BEVERLY CLAYPOOL CASELLA
RECORDER OF DEEDS

Approved: _____
Special Agent in Charge

Page 4 of 5

Inst: # 347 00073 1/29/7003 154126

Page 10

KIND	1.00
USED - 1971	1.00
USED - ALL STATE	1.00
1969-1971 WFLA	1.00
PERMANENT TOWNSHIP	1.00
DEED - 1/4 15%	1.50
DEED - 1/4 15%	1.50
J.C.S. - 1/4 15%	1.50
ON THE MOVEMENT FIVE	1.00
SEE: 1/4 15%	1.00
Check 1/4	1.00
Check 1/4	1.00
Check 1/4	1.00
Total (1969-1971)	1.00

RECORDED

2003 JUN -9 P 3: 34

BEVERLY CLAYPOOL CASELLA
RECORDER OF DEEDS



I hereby CERTIFY that this document
is recorded in the Recorder's Office
of Armstrong County, Pennsylvania.

Beverly Claypool Casella
Beverly Claypool Casella, Recorder of Deeds

RECORD BOOK

PAGE


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430

VERIFIED STATEMENT

We, Claude D. Frantz and Lois E. Frantz, Petitioners/Condemnees/Plaintiffs herein, hereby verify that the statements set forth in the foregoing Complaint in Civil Action are true and correct to the best of our knowledge, information and belief.

We understand that false statements made herein are subject to the penalties of 18 Pa. C.S. Section 9404, relating to unsworn falsification to authorities.


Claude D. Frantz


Lois E. Frantz

Date: December 3, 2019

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

Submitted by:

MEYER, DARRAGH, BUCKLER,
BEBENEK & ECK, PLLC



John N. Scales
PA I.D. #05746